Permit Gateway User Guide Terms and Conditions

THE UNIVERSITY OF BRADFORD PARKING SERVICES WEBSITE PERMIT APPLICATION SYSTEM

The University of Bradford welcomes you to the Permit Gateway parking application system.

Purchases from the Permit Gateway are by credit or debit card, payment may be made through this website for parking services only.

For parking services you must book your permit and view the terms and conditions applicable for the services at http://www.bradford.ac.uk/smart-travel/car-travel/car-parking/ prior to making your payment on this website.

For more detailed instructions, including Terms and Conditions and Privacy Policies see our online user guide at http://www.bradford.ac.uk/smart-travel/car-travel/car-parking/.

Permit Gateway Terms and Conditions
http://www.bradford.ac.uk/smart-travel/car-travel/car-parking/. ("Website") is a site which is operated by The University of Bradford, Richmond Road, Bradford BD7 1DP ("we", "us", "our", "the university").

The use of this Website is subject to the terms and conditions of use in section a ("Terms of Use"). The Terms of Use tells you the terms of use on which you may make use of the Website.

Products you purchase and we supply to you through this Website (whether orders are placed on-line or by exception paper application). ("Products") is subject to the terms and conditions of sale in Section B below ("Terms of Sale").

If you purchase Products through our Website you will be subject to, and must comply with, both our Terms of Use and our Terms of Sale.

References to "Terms and Conditions" mean our Terms and Use and our Terms of Sale.

A. Terms of Use

1. Website usage policy

1.1 Please read our Terms of Use carefully. By using this website you acknowledge that you have read, understood, accepted and agree to be legally bound by the Terms of Use.

1.2 We reserve the right to revise the content of this Website, including these Terms of Use at any time, by updating this page. It is your responsibility to familiarise yourself with the Terms of Use regularly to ensure that you are aware of any changes. If you do not agree to changes which have been made to the Terms of Use please do not use this Website. Your use of the Website after a change has been posted will signify your acceptance of the modified Terms of Use.

2. Brand names and copyright

2.1 All trademarks, brand names, product names, titles and copyrights used in this Website relating to products manufactured by third parties are owned by their respective holders. We give no permission in respect of the use of any of them and such use may constitute an infringement of

the holder's rights. Any other intellectual property rights relating to this Website (unless otherwise stated) are owned by us.

2.2 You are not permitted to use the Website in any way that may infringe the intellectual property rights contained in this Website. This means that you may not adapt, reproduce, publish, upload, post, reutilise, redistribute, retransmit, broadcast, extract, alter or store all or any of the contents of the Website including but not limited to any of our or any third party's trademarks or copyright material contained on it without our, or the relevant third party's express permission (although you may download and print out pages from the Website for the sole purpose of viewing for your own Personal Information).

3. Disclaimer of content

3.1 Whilst we have taken all reasonable steps to ensure the accuracy and completeness of the information on this Website, it is provided on an as is basis and we give no warranty and make no representation regarding the accuracy or completeness of the content of this Website. Further, no warranty is given that the Website shall be available on an uninterrupted basis, or that use of this Website will be compatible with all hardware and software which may be used by visitors or this Website and no liability can be accepted in respect of losses or damages arising out of such unavailability.

3.2 Access to and use of this Website is at the user's own risk and we do not warrant that the use of this Website or any material downloaded from it will not cause damage to any property, including but not limited to loss of data or computer virus infection. We accept no liability for viruses. You are recommended to take all appropriate safeguards before downloading information or images from the Website.

3.3 The information contained in the Website has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself prior to ordering any products from us that they are suitable for your purpose. Orders will be subject to the Terms of Sale.

3.4 Any advice given on this Website is for guidance purpose only. Any such advice should not be relied upon or used as a substitute for legal or other professional advice on your specific requirements.

3.5 Subject to section 4 below, we shall not be liable to you for any of the following (whether or not we were advised of, or knew of, the possibility of such losses) whether arising from any claim arising out of or in connection with the use of the Website including without limitation under any tort including negligence, for breach of contract, for misrepresentation (other than fraudulent misrepresentation intellectual property infringement or under any statute or otherwise:

(a) any indirect, special or consequential losses;

(b) In respect of losses or damages arising out of changes made to the content of this Website by unauthorised third parties;

(c) any loss of business, data, profits, revenue, goodwill, use or anticipated savings; or

(d) loss or damage to your, or any third party's, data or records.

3.6 Except as expressly provided in these Terms of Use we exclude all representations, conditions and warranties whether express or implied (by statute or otherwise) to the fullest extent permitted by law.

4. Exception to disclaimer of content

4.1 We do not seek to exclude or limit our liability to you:

(a) for death or personal injury caused by our negligence;

(b) under section2(3) of the Consumer Protection Act 1987;

(c) any terms implied under the Sale of Goods Act 1979 or the Sale of Goods and Services Act 1982;

(d) for fraud or fraudulent misrepresentation; or

(e) for any matter for which it would be illegal for use to exclude, or attempt to exclude, our liability.

5. Accessing our Website

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

6. Links to third party websites and restrictions

6.1 The use of third party websites is entirely at your own risk. Links contained in the Website will lead to other websites not under our control, we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Website are provided to you only as a convenience and the inclusion of any link does not imply reliability and endorsement by us of the content of any third party's website.

6.2 These Terms of Use do not apply to any third party website linked to the Website. You should read the terms and conditions of those websites before using them and direct any questions or comments about the linked website's contents to the relevant website provider.

6.3 You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.

6.4 Our Website must not be framed on any other website, nor may you create a link to any part of the website other than the homepage. We reserve the right to withdraw linking permission without notice.

7. Information about you and your visits to our website

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you confirm that all data provided by you is accurate.

8. Entire agreement

These Terms of Use set out the whole agreement between us relating to your use of the Website. No statement by any individual employed by us should be understood as a variation of these Terms of Use or as a representation about the nature, quality or availability of the Website.

9. Third party rights

A person who is not a party to a contract governing the Terms and Conditions of use between you and us is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where these Terms of Use expressly provide for such rights.

10. Events outside our control

We shall not be liable to you for any delay in, or failure of, performance of our obligations under these Terms of Use arising from any cause beyond our reasonable control including any of the following: act of God, government act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

11. Severance and Wavier

11.1 If any provisions of these Terms of Use are found to be invalid or unenforceable by a court, it will be served from the rest of these Terms of Use which shall remain unaffected.

11.2 If we fail at any time to insist upon strict performance of any of the Terms of Use or if we fail to exercise any of the rights or remedies to which we are entitled under the Terms of Use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

12. Jurisdiction

12.1 These Terms of Use shall be governed by and interpreted in accordance with the law of England and Wales and English Courts shall have exclusive jurisdiction to resolve any disputes between us.

12.2 Certain provisions contained in these Terms of Use may be disallowed by the laws of the country from which you are accessing the Website. If any provision is unenforceable or invalid then the provisions in clause 11.1 shall apply.

B. TERMS OF SALE – SHOPPING ON THE WEBSITE

NOTHING IN THESE TERMS OF SALE AFECTS YOUR STATUTORY RIGHTS AS A CONSUMER.

Please read these Terms of Sale carefully before ordering any products from our Website. You should understand that by ordering any of our products you agree to be bound by these Terms of Sale.

You should print a copy of these Terms of Sale for future reference.

Please click on the button marked “I Accept” at the checkout section of the Website before placing your order with us (“Order”) if you accept them. Please understand that if you refuse to accept these Terms of Sale, you will not be able to order any products from our Website.

1. Supply of Products through our Website

1.1 Our Website is only intended for use by people resident in the European Union (http://europa.eu/abc/european_countries/index_en.htm). We do not accept orders from individuals outside the European Union.

1.2 By placing an order for products through our Website you confirm that:

a) You are legally capable of entering into binding contracts;

b) You are at least (18)years old;

c) You are resident in the European Union; and

d) You are accessing our Website from a country within the European Union

1.3 The prices for Parking Services are exclusive of VAT and there are no delivery charges. The delivery which will apply to your order will be notified to you both during the transactional element of the ordering process and again in both emails we send to you. Prices, offers and Products are subject to availability and may change at any time prior to our despatching your order and taking payment from you. Express delivery is not available,

1.4 The placing of a product on our Website is an invitation to accept offers for products and is not an offer to sell at the listed price nor is it binding on us. We are under no obligation to accept your Order.

1.5 In the event that a Product you have ordered is listed at an incorrect price due to a typographical error, we will notify you of the correct price by e-mail before dispatching your Order and taking payment from you, asking you to confirm you still wish to proceed with your Order at the new, correct price. Once we have received your confirmation we will then dispatch your Order and take payment from the payment details you have provided us with in line with clause 2.1.4 below. If you do not confirm that you wish to proceed with the Order within 7 days of the date of your price correction e-mail, we will consider this is a withdrawal of your Order and we will delete your payment details from our system. (Please see our Privacy Policy for further details about this).

1.6 We will take all reasonable care to ensure that all details, images and descriptions of Products are correct at the time the information is first put onto our Website. However we cannot guarantee the accuracy of images portrayed on this Website colours of actual Products may differ from those in images and this is a product of our photographic process.

2. Order Acceptance

2.1 Orders are submitted via the Website in the following way:

2.1.1 An application for parking services is submitted via the application button

2.1.2 You will then receive a confirmation e-mail from us confirming receipt of the application,

2.1.3 You will receive an offer to purchase the product (“parking permit”)

2.1.4 Once you have received your offer of parking services ("parking permit") select the accept offer button to proceed to our secure servers to complete your order.

2.1.5 You must use the passcodes notified to you in the offer of parking services ("parking permit"). You must keep these passcodes confidential, and must not disclose them or share them with anyone. The University holds a secure password file to enable you to request a reminder, should it be forgotten on future transactions.

2.1.6 We will then send you a confirmatory e-mail that we are processing your Order. This is sent out automatically by us to the e-mail address you registered with us.

2.1.7 After sending you this first e-mail we will check to make sure we are able to fulfil your Order. If we are able to do so you will then receive a second e-mail from us confirming collection dates and locations. (Parking permits are not delivered).

2.1.8 You should check both emails for accuracy and let us know immediately if there are any errors. Neither of these emails constitutes acceptance of our submitted Order. Your Order will be accepted by use when we despatch the goods to you and at this point the contract between us ("Contract") is formed. Ownership of the Products will pass to you on collection.

2.1.9 If there are any problems with your Order, you will be contacted by a representative from the University.

3. Security

3.1 All card numbers are encrypted in the software when ordering using a 128bit encryption. They are not held in clear text on the Website.

3.2 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

3.3 If at any stage you are suspicious that any unauthorised third party may have accessed your data from the University, you must immediately contact the University at +44 (0)1274 233128 or + (0)1274 234080, carparking@bradford.ac.uk, University of Bradford, Security and Emergency Services, Richmond Road, BRADFORD BD7 1DP.

For details of how your personal information will be used please refer to our Privacy Policy.

4. Your Rights

4.1 If you are contracting as a consumer, you may cancel your Order for or purchase of Products at any stage before, and up to seven working days after, the Products are delivered to you by notifying us in writing (which includes fax and email) at our address. It is your responsibility to return the Products to us so that we receive the Products within fourteen working days after the date of collection, please notify us of the problem at the time of cancellation and please refer to clause 7 below.

4.2 If you cancel prior to collection of the Products we will make a refund to you and of the full value of the payment made to us.

4.3 If you cancel your purchase of Products on a no-fault basis under you right set out in clause 4.1 above, then you must return the Products to us in accordance with our Returns Policy and you are responsible for the cost of their return to us. The Products should be returned to us unworn (where applicable) and in a condition which demonstrates that you have retained possession of them throughout this period and have taken reasonable care of them during this time. If we receive the returned Products within fourteen working days after the date of collection.

4.4 Cancellations of Orders for car parking permits must be made in line with the specific terms and conditions of these products as follows:

a) Where you wish to cancel car parking services the cancellation conditions applicable for this services are at http://www.bradford.ac.uk/smart-travel/car-travel/car-parking/

5. Availability and Delivery

5.1 If the Product (s) the subject of your Order are oversubscribed, we will, subject to our discretion, place you're Order on a waiting list and email you to advise you of when we expect to availability. If you do not confirm that you wish to proceed with the Order within 7 days of the date of our notification of availability email we will consider this a withdrawal of your Order and we will not ask for payment.

5.2 Delivery of parking services (parking permit) is not available, all permits are to be collected from designated University sites during the return to or start of the Academic Year and Semester 1, or after notification of availability. In no event shall we be liable for any damages or penalty for any delay in notification or collection.

5.3 Collection cannot be made without a valid payment receipt and staff or student valid identification card. Please ensure you keep all relevant email correspondence this is your proof of order, purchase and receipt.

6. Price and Payment

6.1 Prices are liable to change at any time, but changes will not affect Orders which we have already dispatched under clause 2.1.6 above.

6.2 Payment for all Products must be by (credit or debit card). We accept payment with visa, delta, mastercard, electron, jcb, switch and solo cards and we shall not acknowledge your order until we receive authorisation or validation of and confirmation of payment under clause 2.1.5 above.

6.3 For payment card, all credit and debit cardholders and bank/building society account holders respectively are subject to validation checks and authorisation. If the issuer of your payment card or our third party cheque validation service provider, Datacash, refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the Products which you have ordered as a result.

6.4 By providing the relevant information to us, you specifically authorise us to transmit or to obtain information about you from third parties from time to time, including but not limited to your name, address, telephone number, debit or credit card details, cheque details, or credit reports, to

authenticate your identity and delivery address for the Products, validate your payment card and obtain authorisation for your payments for Products.

7. Our returns policy

7.1 In all circumstances, further to clause 4.1 above, you must firstly contact us either by e-mail; carparking@bradford.ac.uk or by post University of Bradford, Security, Richmond Road, BRADFORD BD7 1DP or telephone +44(0)1274 234080 or +44(0)1274 238497. If you contact us by telephone you will need to follow this up with confirmation to us in writing either by e-mail or post.

7.2 If the Products are defective, incorrect or damaged on collection we will examine the returned Products and will (at your option) repair, replace (where the same or equivalent products are available) or refund you for the price paid and the cost incurred to you in returning the item to us provided that the Products are complete and in as delivered condition as supplied in the original box (if applicable)

7.3 It is your responsibility to arrange collection of any unauthorised returns from our premises, for example Products which have been returned because they were defective but which are subsequently found not to be defective; accordingly we reserve the right to return these Products to you at your cost.

7.4 You have the legal obligation to take reasonable car of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

8. Our refund policy

8.1 Where you paid for Products by payment card, refunds will be made by re-crediting you payment card account from which the money was originally debited.

8.2 All refunds will be made within 30 working days either:

8.2.1 (where Products have not yet been collected by you) of our confirmation by email to you that your Order has been cancelled; or

8.2.2 (where Products have been collected by you) our confirmation by email that the Products have been received by us and that we will issue a refund.

9. Our liability for Products collected

9.1 We will be responsible for any losses you suffer as a result of us breaching these Terms of Sale if the losses were reasonable foreseeable to both you and us when you commenced using the Website, or a contract for the sale of goods by us to you was formed.

9.2 We will not be responsible for:

9.2.1 any business loss (including loss of:

- income and revenue;
- profits or contracts;
- revenue;
- anticipated savings;

- data;
- goodwill; or
- wasted expenditure, for example management or office time. Or
-

9.2.2 any other indirect or consequential loss that is not reasonable foreseeable to both you and us when you commenced using the Website or when a contract for the sale of goods by us to you were formed.

9.3 This does not include or limit in any way our liability;

a) For death or personal injury caused by our negligence;

b) Under section 2(3) of the Consumer Protection Act 1987;

c) Any terms implied under the Sale of Goods Act 1979 or the Sale of Goods and Services Act 1982;

d) For fraud or fraudulent misrepresentation; or

e) For any matter for which it would be illegal for us to exclude, or attempt to exclude our liability.

10. Import Duty

10.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your Order.

10.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws;

11. Written Communications

Applicable laws require that some of the information or communication we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you be e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communications be in writing. This condition does not affect your statutory rights.

12. Transfer of rights and obligations

12.1 The contract between you and us is binding on you and us and our respective successors and assigns.

12.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract or any of our rights and obligations arising under it, at any time during the term of the Contract.

13. General

13.1 Entire agreement

These Terms of Use set out the whole agreement between us relating to your use of the Website. No statement by any individual employed by us should be understood as a variation of these Terms of Use or as a representative about the nature, quality or availability of the Website.

13.2 Third party rights

A person who is not a party to a contract governing the Terms and Conditions of use between you and us is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where these Terms of use expressly provide for such rights.

13.3 Events outside our control

13.3.1 We shall not be liable to you for any delay in, or failure of, performance of our obligations under a Contract arising from any cause beyond our reasonable control including any of the following; act of God, government act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

13.3.2 Our performance under any Contract is deemed to be suspended for the period that the event causing the delay continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the event causing the delay to a close or to find a solution by which our obligations under the Contract may be performed despite the event causing the delay.

13.4 Severance and Waiver

13.4.1 If any provision on these Terms of Sale are found to be invalid or unenforceable by a court, it will be served from the rest of these Terms of Sale which shall remain unaffected.

13.4.2 If we fail at any time to insist upon strict performance of any of the Terms of Sale, or if we fail to exercise any of the rights or remedies to which we are entitled under the Terms of Sale, this shall not constitute a waiver of such rights or remedies.

13.5 Jurisdiction

13.5.1 These Terms of Sale shall be governed by and interpreted in accordance with the law of England and Wales and the English Courts shall have exclusive jurisdiction to resolve any disputes between us.

13.5.2 Certain provisions contained in these Terms of Sale may be disallowed by the laws of the country from which you are accessing the Website. If any provision is unenforceable or invalid then the provisions 13.4.1 shall apply.

Contacting us

For specific enquiries regarding products ordered or for the return of products please refer to your Dispatch Confirmation for contact details.

For general enquiries regarding the Permit Gateway and parking services or to notify us with any comments , complaints or notices please contact +44(0)1274 234080 or +44(0)1274 234897, carparking@bradford.ac.uk, University of Bradford, Security Office, Richmond Road, BRADFORD BD7 1DP

University of Bradford, Bradford, West Yorkshire, BD7 1DP, Tel: +44(0)1274 23232 Course enquiries and prospectus requests

The University is a member of Yorkshire Universities
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Web: content-manager@bradford.ac.uk ¦ last updated 30 July 2013

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